

**Reopener Tentative Agreement Between the
Glendale Community College District
and the**

California School Employees Association and its Glendale Community College Chapter #76

- 1) The parties agree to the attached changes to the collective bargaining agreement. Any articles or sections not modified in this agreement shall continue status quo unless modified in subsequent negotiations. The attached changes cover:
 - a. Article X – Leaves of Absence
 - b. Article XIV – Probationary Period
 - c. Article XXIV – Retirement
 - d. 2023-2024 Classified Employees Work Calendar
 - e. Ground Rules for Negotiations
- 2) This tentative agreement is subject to the approval of the Glendale Community College Board of Trustees and the approval and ratification by CSEA if required by CSEA's policy.



Brittany Grice, Chief Negotiator,
Glendale Community College

Apr 12, 2023



Saodat Aziskhanova, Chief
Negotiator, CSEA and its Chapter
#76



Alexander Moore (Apr 12, 2023 15:38 PDT)

Alex Moore, CSEA Senior Labor
Relations Representative

Apr 12, 2023

Proposal
To
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS GLENDALE COMMUNITY COLLEGE CHAPTER #76
from
GLENDALE COMMUNITY COLLEGE DISTRICT
February 8, 2023

ARTICLE X - LEAVES OF ABSENCE

SECTION 1. Sick Leave

A. Accruals:

1. Full-time bargaining unit **employees members** shall accrue one sick leave day per month worked.
 - a. 12-month bargaining unit **employees members** shall accrue 12 days of sick leave each fiscal year.
 - b. 11-month bargaining unit **employees members** shall accrue 11 days of sick leave each fiscal year.
 - c. 10-month bargaining unit **employees members** shall accrue 10 days of sick leave each fiscal year.
 - d. 9-month bargaining unit **employees members** shall accrue 9 days of sick leave each fiscal year.
2. Part-time bargaining unit **employees members** shall accrue a prorated number of sick leave days to the full-time accrual based on the percentage of the fiscal year assignment.
3. Bargaining unit **employee member** may accumulate unused sick leave without limit.
4. At the beginning of each fiscal year, the bargaining unit **employee's member's** sick leave accruals shall be increased by the number of sick leave days, which they would normally earn in the ensuing fiscal year.
 - a. A bargaining unit **employee member** who is on an authorized leave of absence, with sufficient accruals to remain in paid status for the duration of the leave, shall receive their fiscal year sick leave accruals as delineated in Section 1, A. 1. above.

5. No cash payment shall be allowed for unused accumulated sick leave.

6. Employees who fail to return to work following illness or injury shall refund to the District all amounts paid for unearned sick leave.

B. Use of Sick Leave: Unless otherwise noted in this Article, sick leave is the absence of an employee because of mental or physical illness, or injury, or to obtain medical diagnosis, treatment, or preventive care.

1. A newly hired bargaining unit **employee member** may use maximum of 48 hours of sick leave during the first six months of employment.

C. 100 Days of Sick Leave at 50% Pay: Bargaining unit **employees members** who have completed their initial probationary period shall be entitled to a maximum of 100 days of sick leave at 50% pay per fiscal year. The 100 days of sick leave at 50% pay shall not be accumulated year to year. A permanent bargaining unit **employee member** shall be eligible to use 100 days of sick leave at 50% pay when sick leave accruals referenced in Section 1.A. have been exhausted. However, a bargaining unit **employee member** may, with prior approval of their supervisor, use earned vacation prior to using 100 days of sick leave at 50% pay.

1. Bargaining unit **employees members** are not eligible for State Disability pay.

D. California Family Sick Leave: A bargaining unit **employee member** may use up to one-half of their annual allotment of sick leave to attend to the illness of a child, parent, spouse, or registered domestic partner. For purposes of Family Sick Leave, "parent" and "child" include biological, foster, adopted, step or legal guardian relationships. A "child" also includes a child of a registered domestic partner.

SECTION 2. Personal Necessity

A maximum of seven (7) full days of the bargaining unit **employee's member's** sick leave accruals may be used each fiscal year for reasons of Personal Necessity. Personal Necessity shall not be accumulated from year to year. A bargaining unit **employee member** using Personal Necessity under this Section shall notify their immediate supervisor as early as possible, indicating which of the circumstances listed below necessitates a Personal Necessity. Before or after return from Personal Necessity Leave, the bargaining unit **employee members** shall complete and submit the "Report and Request for Leave of Absence Form", Appendix K to their immediate supervisor indicating Personal Necessity. Personal Necessity Leave shall be granted for the following purposes:

- A. Death of a member of immediate family member. Also see Section 8, C.

Accident involving bargaining unit member's person or property, or the person or property of a member of their immediate family.

Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction. The bargaining unit **employee member** must return to work in cases where it is not necessary for them to be absent the entire day.

- B. To bond with a child. Leave must be taken within one year of the child's birth, adoption or foster care placement. (Also see FMLA/CFRA)
- C. To care for a family member with a serious health condition. (Also see FMLA/CFRA)
- D. Imminent danger to the home of bargaining unit **employee member**, occasioned by a factor such as flood or fire, serious in nature, which under the circumstances the bargaining unit **employee member** cannot reasonably be expected to disregard, and which requires the attention of the bargaining unit **employee member** during their assigned hours of service.
- E. Religious holidays which occur on regular school days that are not Board-declared holidays.
- F. Any other personal necessity not identified above provided it meets all four (4) of the following conditions:
1. Be serious in nature; and
 2. Be of such nature that it cannot reasonably be handled outside of work hours; and
 3. Involve circumstances which the bargaining unit **employee member** cannot reasonably be expected to disregard; and
 4. Require the attention of the bargaining unit **employee member** during their assigned hours of service.

The provisions of this subsection shall not be applicable in the event of any concerted activity due to a labor dispute, or in the event such absence disrupts the normal operation of the bargaining unit **employee's member's** work site.

SECTION 3. Notification of Sick or Personal Necessity Leave - The bargaining unit **employee member** shall notify their supervisor of their absence within the first (1st) working hour of the first (1st) day absent, unless extenuating

circumstances make notification impossible. The bargaining unit **employee member** shall provide an expected return to work date. When required by the District, the proof of impossible conditions shall be borne by the bargaining unit **employee members**.

SECTION 4. Termination and 39 Month Re-Employment List – If a bargaining unit **employee member** has exhausted all approved paid and unpaid leaves of absence and is still unable to assume the essential job functions of their position after an interactive process under the Americans with Disabilities Act has concluded, they shall be dismissed and placed on a re-employment list for thirty-nine (39) months.

SECTION 5. Industrial Accident or Illness Leave and Designation of Personal Physician - Bargaining unit **employees members** shall be eligible for Industrial Accident or Illness Leave within the following provisions.

- A. Bargaining unit **employee member** who has filed a Workers' Compensation claim and has been placed off work by a treating health care provider due to the industrial accident or illness, shall be eligible for up to 60 work days of paid Industrial Accident or Illness Leave per fiscal year for the same accident. Allowable leave under this section shall not be accumulative from year-to-year
- B. Personal Physician – If a bargaining unit **employee member** wishes to be treated by a personal physician(s) or medical facility within a reasonable geographic area selected pursuant to Labor Code Section 4600, they shall notify the District in writing (see Appendix "I"), of the name and address of such personal physician(s) or medical facility.

SECTION 6. Pregnancy Disability Leave (PDL) and Education Code Section 88193

- A. **Eligibility:** **Female B** bargaining unit **employees members** are eligible for PDL upon employment.
- B. **Leave Entitlement:** Up to four months of unpaid, job-protected PDL based on normal working days of assignment and as determined by a health care provider's leave certification.
- C. **Reasons for Leave:** PDL may be taken for the following health care provider determined reasons:
 - 1. Disability due to pregnancy or childbirth, or
 - 2. Pregnancy-related medical condition

D. Types of PDL: when medically necessary and as indicated on a health care provider's leave certification, PDL may be taken in the following manner:

1. Blocks of time
2. Reduced schedule
3. Intermittently

E. Additional Considerations: When recommended by a health care provider or needed by the bargaining unit **employees members**, PDL may also include:

1. A reasonable accommodation of medical needs related to pregnancy, childbirth, or pregnancy-related conditions; or
2. Transfer to a less strenuous or hazardous position or duties if medically needed because of pregnancy; or
3. Providing a reasonable amount of break time and use of a room or other location in close proximity to the bargaining unit **employee's member's** work area to express breast milk in private.

F. Use of Accrued Leave: While PDL is unpaid leave, to remain in paid status, a bargaining unit **employee member** may elect to use accrued sick leave, compensatory time off, or vacation. If a bargaining unit **employee's member's** accrued sick leave has been exhausted, she may elect to use up to 100 days of sick leave at fifty (50%) percent pay pursuant to Education Code Section 88196.

G. Required Documentation: ~~30 days~~ **Requests for PDL should be communicated to the District in writing at least thirty (30) days in advance unless the need for the leave was unforeseeable.** Prior to seeking PDL, a bargaining unit **employee member** must provide the Office of Human Resources with either:

1. The Department of Fair Employment and Housing form entitled: Certification of Health Care Provider for Pregnancy Disability Leave, Transfer, and/or Reasonable Accommodation (PDL), or
2. Documentation from a health care provider that contains the same information in the Department of Fair Employment and Housing Certification of Health Care Provider for Pregnancy Disability Leave, Transfer, and/or Reasonable Accommodation form.

H. **Health Benefits:** The District shall continue to provide health benefit coverage as though the bargaining unit employee member was in paid status, in accordance with Article IX, while the bargaining unit employee member is on PDL.

I. **Concurrent Leave:** PDL runs concurrently with FMLA.

J. **Return to Work:** a bargaining unit employee member shall have return to work rights to the same or comparable classification.

SECTION 7. Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

A. **Eligibility:** Bargaining unit employees members must have worked for the District for one year and must work 1250 hours in the year preceding the leave need in order to qualify for FMLA/CFRA.

1. While not eligible for FMLA/CFRA, part time bargaining unit employees members who have worked at least one (1) year and have worked 708 hours in the year preceding the leave need, may take up to 12 workweeks of leave per fiscal year, under Section 7 based on the criteria listed B

B. **Leave Entitlement:** Except as otherwise noted in Section 7, bargaining unit employees members may take up to 12 work weeks of unpaid, job-protected FMLA/CFRA each fiscal year.

C. **Reasons for Leave:** FMLA/CFRA may be taken for the following reasons:

1. The bargaining unit employee's member's own qualifying serious health condition that makes the bargaining unit employee member unable to perform their job;
2. To care for the bargaining unit employee's member's spouse, child, parent, or parent-in-law who has a qualifying serious health condition (FMLA);
3. To care for the bargaining unit employee's member's grandparent, grandchild, sibling, or domestic partner, or other "designated individual" who has a qualifying serious health condition (CFRA); a "designated individual" is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship, to be identified at the time of the leave. **A bargaining unit employee may only designate one (1) "designated individual" for the purpose of requesting CFRA leave within a twelve (12) month period;**

4. To bond with a child. Leave must be taken within one year of the child's birth, adoption or foster care placement
5. Up to 26 weeks of FMLA leave in a single 12-month period to care for a service member with a serious injury or illness; or
6. Qualifying exigency arising out of spouse, son, daughter or parent of the bargaining unit member who is on active duty or has been notified of an impending call to active duty

D. Types of FMLA/CFRA: when medically necessary as indicated on a health care provider's leave certification, FMLA/CFRA may be taken in the following manner:

1. Blocks of time
2. Reduced schedule
3. Intermittently

E. Use of Accrued or Available Leave:

1. **Bargaining Unit Employee's Member's Own Serious Health Condition:** While FMLA/CFRA is unpaid leave, to remain in paid status, a bargaining unit employee member may elect to use accrued sick leave, compensatory time off, or vacation. If a bargaining unit employee's member's accrued sick leave has been exhausted, they may elect to use up to 100 days of sick leave at fifty (50%) percent pay pursuant to Education Code Section 88196.
2. **Family Member's Serious Health Condition:** While FMLA/CFRA is unpaid leave, to remain in paid status, a bargaining unit employee member may elect to use up to seven (7) days of Personal Necessity, vacation, or compensatory time off.
3. **FMLA/CFRA Birth, Foster Care, or Adoption Bonding Time:** While FMLA/CFRA is unpaid leave, to remain in paid status, a bargaining unit employee member may elect to use up to seven (7) days of Personal Necessity, vacation, or compensatory time off. Upon exhaustion of sick leave accruals in Section 1, A, Bargaining unit employees members may also use 100 days of sick leave at 50% pay for up to 12 work weeks in accordance with Section 1, F and Education Code 88196.1.

F. Required Documentation: When the need for FMLA/CFRA leave is foreseeable, the bargaining unit **employee member** shall provide 30 days notice of need for leave. The bargaining unit **employee member** must provide the Office of Human Resources with the following:

1. For serious health conditions of the bargaining unit **employee member** or eligible family members, the Department of Fair Employment and Housing form entitled: Certification of Health Care Provider (FMLA/CFRA) or
2. Documentation from a health care provider that contains the same information in the Department of Fair Employment and Housing Certification of Health Care Provider
3. Bonding Leave: dates of bonding leave. Bonding leave must be taken in two week increments and on two separate occasions, the bargaining unit **employee member** may take bonding leave in less than two-week increments

G. Health Benefits: The District shall continue to provide health benefit coverage as though the bargaining unit **employee member** was in paid status, in accordance with Article IX, while the bargaining unit **employee member** is on FMLA/CFRA.

Concurrent Leave: FMLA/CFRA typically run concurrently. However, when CFRA is taken for care of a grandparent, sibling or domestic partner with qualifying a serious health condition, FMLA and CFRA do not run concurrently.

I. Return to Work: a bargaining unit **employee member** shall have return to work rights to the same or comparable classification.

SECTION 8. Bereavement Leave

A. Bargaining unit **employees members** shall be granted up to ~~three~~ **five** days paid bereavement leave, ~~or five days paid bereavement leave if out of state travel or one-way travel greater than 500 miles is required,~~ on account of the death of any member of their immediate family.

B. Immediate Family includes: Father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandchild of the bargaining unit **employee member** or of the spouse of the bargaining unit **employee member**, spouse or domestic partner, son, daughter, son-in-law,

daughter-in-law, or any relative or any significant person living in the immediate household of the bargaining unit ~~employee member~~.

- C. The District reserves the right to request validation of the death of the family member.

SECTION 9. Jury Duty, Witness and Litigant Leave

- A. **Jury Duty Leave:** A paid leave of absence for jury duty shall be granted to a bargaining unit ~~employee member~~ who receives a jury summons for potential jury service in a local or federal court. Jury duty leave shall be granted for the period of jury service. Request for jury duty leave shall be made by presenting the jury duty summons to the bargaining unit ~~employee's member's~~ immediate supervisor at least one week prior to the jury duty date. If a bargaining unit ~~employee member~~ receives a jury duty fee for jury duty service, they shall return the jury duty fee compensation to the Payroll Office. If the bargaining unit ~~employee member~~ is not required to attend jury duty, they shall be required to report to work.
- B. **Witness Leave:** A paid leave of absence to serve as a witness in a court case shall be granted to bargaining unit ~~employee member~~ when they have been served a subpoena to appear as a witness, not as the litigant, in a court case. The length of the witness leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. If a bargaining unit ~~employee member~~ receives a witness fee, they shall return the witness fee to the Payroll Office. A request for witness leave shall be made by presenting the witness subpoena to their immediate supervisor. If the bargaining unit ~~employee member~~ is not required to attend court as a witness, they shall be required to report to work.
- C. **Litigant Leave:** A bargaining unit ~~employee~~ shall be granted a paid litigant leave of absence when litigation involves an action arising out of employment with District. The length of the litigant leave granted shall be for the number of days in attendance in court. If a bargaining unit ~~employee member~~ receives a litigant leave witness fee, they shall return the fee to the Payroll Office. A request for litigant leave shall be made by presenting the subpoena to their immediate supervisor. If the bargaining unit ~~employee member~~ is not required to attend court as a litigant/witness, they shall will be required to report to work.
- D. The jury duty and witness fees remitted to the Payroll Office in (A), (B), and (C) shall exclude transportation expenses.
- E. A bargaining unit ~~employee member~~ shall not be required to make themselves available during his/her normal scheduled hours of work on a

day when serving on jury duty or appearing as a witness.

SECTION 10. Temporary Military Leave of Absence

- A. An employee shall be granted leave of absence for active duty in military service as provided in federal and state laws.
- B. A bargaining unit **employee member** who is granted temporary military leave of absence for active military duty, including scheduled reserve drill periods, shall be entitled to receive their salary or compensation for the first 30 calendar days of active duty served during the absence.

SECTION 11. Catastrophic Illness/Injury Leave - In accordance with the provisions Education Code Section 87045, Catastrophic Illness/Injury leave shall be available to all eligible employees. The purpose of this leave is to permit bargaining unit **employees members** with a catastrophic illness or injury to have sick leave donated to them by fellow employees.

- A. A catastrophic illness or injury is one that is expected to incapacitate a bargaining unit **employee member** for an extended period of time and the bargaining unit **employee member** has exhausted all of their paid leave accruals.
- B. A catastrophic illness/injury request shall be approved by the Catastrophic Illness/Injury Committee (CII) consisting of one (1) member assigned by the District, one (1) member assigned by the Guild, and one (1) member assigned by CSEA. The committee members shall elect its Chair.
 - 1. A health care provider certification of the need for leave shall be provided to the CII Committee.
 - 2. The bargaining unit **employee member** shall be incapacitated and absent for an extended period of time no fewer than thirty (30) consecutive calendar days.
 - 3. A written request for catastrophic leave shall be submitted to the CII Committee by the bargaining unit **employee member** or their representative.
 - 4. The bargaining unit **employee member** may use donated leave as half or whole days and can use the leave retroactively.

- a. Four (4) hours of either vacation or sick leave (See Section 1. A) and four (4) hours of donated leave or eight (8) hours of donated leave equals eight (8) hours pay and full health and welfare benefits.
 - b. Four (4) hours of donated leave equals four (4) hours pay and, for this purpose, full health and welfare benefits.
5. Approved leave must be used within a twelve (12) month period after approval.
- a. Approved leave shall be placed in a special donated leave account for each approved bargaining unit ~~employee member~~.
 - b. Each approved bargaining unit ~~employee member~~ may draw upon their account for the twelve-month period only for the approved or related catastrophic illness/injury.
 - c. Any unused leave shall revert to the Catastrophic Leave Bank for use by other bargaining unit ~~employees members~~ who have been approved for a catastrophic illness/injury leave.
 - d. In unusual circumstances, the CII Committee may consider a request to extend the period for up to one (1) additional year. To qualify for leave donation under this section, the bargaining unit ~~employee member~~ must be on an authorized leave of absence.
- C. Any bargaining unit ~~employee member~~ may donate accrued sick leave, but must maintain seventy percent (70%) sick leave accrual balance. A bargaining unit ~~employee member~~ who is retiring or terminating employment may donate leave without limitations.
1. Donated leave is irrevocable.
 2. Bargaining unit ~~employee member~~ may donate leave only to a Catastrophic Leave Bank for use by any approved applicant.
 3. Donated leave shall be charged on the basis of hour-for-hour regardless of the classification family and/or salary schedule of the bargaining unit ~~employee member~~ donating leave and employees receiving leave.
- D. The District annually, or as requested by the CII Committee, shall promote a "call for sick leave donations" for the Catastrophic Leave Bank. The District shall give bargaining unit ~~employees members~~ who terminate employment, resign, or retire, an opportunity to donate unused sick and/or vacation leave to the Catastrophic Leave Bank.

1. Requests for Catastrophic Illness/Injury Leave are subject to availability. The CII Committee shall not be responsible for approving requests when there is no leave in the Catastrophic Leave Bank.

SECTION 12. Fitness for Duty Exams – In accordance with applicable state and federal laws and regulations, District initiated fitness for duty exams shall be performed by a District designated physician.

SECTION 13. Health Care Provider Return to Work Certification- Written approval from the employee's health care provider is required prior to their return to work after an absence of greater than five (5) consecutive days due to illness or injury. The cost of a health care provider return to work certification shall be borne by the bargaining unit **employee member**.

SECTION 14. Job Abandonment - Failure to report for duty or call to report an absence for three (3) consecutive days, except in extenuating circumstances, shall be considered job abandonment and the bargaining unit **employee member** shall be subject to dismissal. The District shall consider any extenuating circumstances presented by the bargaining unit **employee member**.

SECTION 15. Unpaid Leaves in Accordance with Education Code Section 88198- If a bargaining unit **employee member** has an unpaid leave that is greater than 30 days, the Payroll/Benefits Department shall notify the bargaining unit **employee member** of their right to continue their current health insurance at the bargaining unit **employee's member's** expense during the period of unpaid leave. The bargaining unit **employee member** shall be allowed to purchase their current insurance plan(s) at the District's premium rates.

- A. Personal Leave** – Upon written request of the bargaining unit **employee member** and approval of the Board of Trustees, a bargaining unit **employee member** may be granted an unpaid personal not to exceed one (1) year.
 1. The bargaining unit **employee member** must state the reason for the leave and indicate from/to dates of the leave. A five (5) year requirement must be met between any two (2) personal leave requests.
 2. Prior to the bargaining unit **employee's member's** expected return to work from a personal leave, the bargaining unit **employee member** shall notify their supervisor and the Office of Human Resources of the date that they will resume their full assignment.
- B. Study Leave** – Upon written request of the bargaining unit **employee member** and approval of the Board of Trustees, an unpaid study leave may be granted for study purposes following (5) five years of full-time permanent service and provided the operational needs of the department are met. An unpaid study leave shall be pro-rated for part-

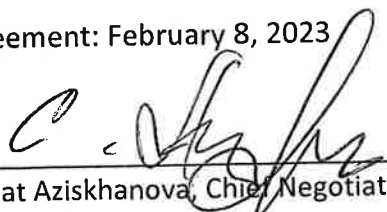
time bargaining unit ~~employees members~~. A (5) five year requirement must be met between any two (2) Study Leave requests. A Study Leave may be for up to a one-year duration and the bargaining unit ~~employee member~~ shall provide proof to the Office of Human Resources that they shall be studying with an accredited institution of higher education. Grades must be submitted to the Office of Human Resources at the end of the Study Leave.

- C. Child Care Leave – Upon written request of the bargaining unit ~~employee member~~ and approval of the Board of Trustees, an unpaid Child Care leave of absence may be granted up to a maximum of two (2) years.

SECTION 16. Miscellaneous

- A. A permanent bargaining unit ~~employee member~~ who accepts an assignment within the District outside the bargaining unit shall, during such assignment, be considered for status purposes as serving in their regular position and such an assignment shall not be considered separation from service.
- B. No absence under any paid leave provision of this Article shall be considered a break in service for any bargaining unit ~~employee member~~ who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such paid absence. An unpaid Personal, Study, or Child Care Leave is not considered a break in service but will impact the employee's retirement and benefits.
- C. Bargaining unit ~~employees members~~ shall receive their usual compensation which shall not be deducted from accumulated sick leave, for the following:
 - 1. When under quarantine by order of the health office of the City or County for such period of quarantine provided such period of absence is not over two (2) weeks. No more than two (2) separate periods of quarantine shall be paid for in any one (1) fiscal year to any employee.
 - 2. When the District is closed on account of epidemic, fire, flood, or earthquake, provided that the District has made an effort to notify bargaining unit ~~employees members~~ of such a closure prior to their arrival on campus, and that it has made a reasonable attempt to notify the news media of the emergency closing.
- D. Leaves may impact retirement service credit and benefits. It is the bargaining unit ~~employee's member's~~ responsibility to check the impact the leave shall have on their retirement service credit and benefits.

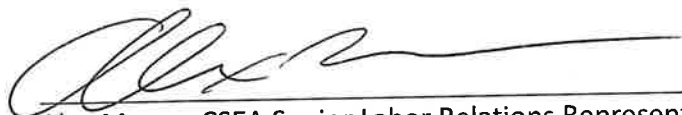
Date of Agreement: February 8, 2023



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CSEA and its Chapter #76



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Alex Moore, CSEA Senior Labor Relations Representative

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To
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February 15, 2023

ARTICLE XIV - PROBATIONARY PERIOD

SECTION 1. Probationary Period

- A. New Hire or Promotional Assignment Probationary Period:** A newly hired or promoted bargaining unit employee shall serve a probationary period of one hundred and thirty (130) days of paid service in a bargaining unit classification. (Education Code §88013)
- B. Police Officers:** Police Officer classifications shall serve a one (1) year probationary period of paid service.
- C. ~~Review of Performance Extension of Probationary Period~~ Evaluations:** - It is the duty of the District through its supervisors to provide a timely evaluation at the end of the second (2nd) and the end of the fifth (5th) month of service. A probationary performance evaluation shall be considered to have been provided timely when it is issued no later than 5 working days from the 2nd or 5th month anniversary of a probationary bargaining unit employee's start date. A probationary bargaining unit employee who receives an overall performance evaluation rating of **below "meets standards"** **"unsatisfactory"**, shall be expected to improve their performance to such an extent that a re-evaluation will reflect an overall rating of "meets standards" or above. A probationary bargaining unit employee who receives an evaluation below "meets standards" at their 2nd evaluation shall be given a written Plan for Improvement by their supervisor. (Article XVII, Section 5). The District shall retain discretion in establishing a reasonable time period for a probationary performance improvement plan.

If a supervisor fails to complete a timely second (2nd) and/or fifth (5th) month evaluation and proceeds to recommend to the District that the bargaining unit employee be released during their probationary period, then that employee shall be entitled to request an additional review by the Vice President of Human Resources or their designee prior to any decision being

~~finalized. In the event such a request is made, the Vice President of Human Resources or their designee shall meet with the employee and their designated representative, if any, to review the circumstances of the recommendation for release before rendering a final decision. The final decision shall be communicated in writing and include the rationale for either upholding the recommendation or continuing the requestor's employment with the District. This review shall only be available in the event that the bargaining unit employee was entitled to have already but did not received both either a 2nd month, and 5th month or both evaluations at the time the recommendation for release from probation is communicated to them by their manager. Additionally, t~~

~~This review shall not be available to a probationary bargaining unit employee who is released due to concerns related to misconduct deemed serious enough by the District to warrant their immediate separation. terminates a probationary bargaining unit employee, that probationary bargaining unit employee shall be eligible for rehire in a position for which they are qualified before external applicants but after internal applicants and bargaining unit employees with other reemployment rights (e.g. Tucker rights and Article XIX – Layoff Procedures). In special circumstances, when it is deemed that additional observation is necessary to ascertain a bargaining unit employee's performance, the probationary period may be extended for up to an additional forty four (44) days at twenty two (22) day increments, for a maximum probationary period of one hundred and seventy four (174) days. An extension of the probationary period shall only be approved if the bargaining unit employee has been rated needs improvement or unsatisfactory in a probationary period evaluation n or based on a District approved leave of absence.~~

- SECTION 2. Permanent Employee** – Upon successful completion of the probationary period, a bargaining unit employee shall be designated as a permanent employee.
- SECTION 3. Objective of the Probationary Period** - The probationary period shall be utilized for closely observing the bargaining unit employee's work performance, for assessing the bargaining unit employee's ability to perform the position duties and for rejecting any bargaining unit employee whose performance is not satisfactory.
- SECTION 4. Promotional Appointment and Failure to Successfully Complete the Probationary Period** - A permanent bargaining unit employee who accepts a promotional assignment and fails to complete the

probationary period for that promotional classification, shall be re-employed in the position from which the employee was promoted.

SECTION 5. Salary Advancement - Bargaining unit employees hired on Step 1 shall advance to the next step on the first of the month following one hundred and thirty (130) days of paid service. Bargaining unit employees hired above Step 1 shall advance to the next step on the first of the month following one (1) year of paid service.



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March 22, 2023

ARTICLE XXIV – RETIREMENT

SECTION 1. Early Retirement Health Benefits - Providing the following conditions are met, the District shall pay up to a maximum of twelve ten-thousand two-hundred dollars (\$12,000~~10,200~~) for at least nine (9) consecutive years of service or a maximum of fifteen thousand dollars (\$15,000) for at least sixteen (16) consecutive years of service per fiscal year for medical, dental and vision insurance, providing the following conditions are met:

A. For bargaining unit employees working at least twenty (20) but less than thirty (30) hours per week, the payment shall cover the medical, dental and vision insurance of the retiring bargaining unit employee only up to the maximum above.

B. For bargaining unit employees working thirty (30) hours or more a week, the payment shall cover the medical, dental and vision insurance for the retiring bargaining unit employee and their spouse, domestic partner, or eligible dependent up to the maximum above.

A. The bargaining unit employee shall have been employed as a bargaining unit employee for nine (9) or more years of consecutive service in the District immediately prior to retirement.

B C. The bargaining unit employee shall have been eligible to participate in and covered under one (1) of the District sponsored medical, dental or vision insurance plans in effect immediately prior to retirement.

C D. To be eligible for early retirement benefits under provisions of this Section, the bargaining unit employee must retire at or after age fifty-five (55) but before age sixty-five (65). If a bargaining unit employee accepts early retirement through CALPERS due to disability, the bargaining unit employee must be at least fifty (50)

years of age.

D E. Bargaining unit employees who elect coverage under provisions of this Section shall notify the District Administrative Services at the time of retirement and annually thereafter.

1. In accordance with Article IX , Health and Welfare Benefits, the District shall pay the premium for the medical, dental, and vision insurance plans with which the bargaining unit employee was covered at the time of retirement. Such payment shall begin for the retiring employee beginning at the time of retirement. The District shall cease payment of medical insurance premium when the bargaining unit employee reaches the age of sixty-five (65).
2. The retired bargaining unit employee may also elect to pay the premium for their dependent(s) if the bargaining unit employee is part-time or the maximum allowed is insufficient, starting at age fifty-five (55) until the age of sixty-five (65). Payments must be made directly to the District Administrative Services.
3. The initial payment for dependent(s) coverage shall be received on or before September 1 of each year and continued on a regular monthly basis for a total of ten (10) payments, with the additional payments to be received on or before the first (1st) day of the months of October through June of each year. Failure to make payments may result in the cancellation of retiree benefits.
4. For bargaining unit employees retiring between the age of fifty-five (55) and sixty (60), one (1) additional year of premiums for medical, dental and vision insurance coverage, as outlined in this section, shall be paid by the District.
5. The additional years of medical, dental and vision insurance coverage are illustrated in the chart below:

Retirement Age	Maximum age of Coverage	Years of Coverage
55	70	15
56	69	13
57	68	11
58	67	9
59	66	7

60	65	5
61	65	4
62	65	3
63	65	2
64	65	1
65	65	0

SECTION 2. Cash in lieu of Early Retirement Benefits

- A.** A retired bargaining unit employee who has elected medical, dental and vision plans external to District administered plans and elects not to participate in early retirement benefits delineated in Section 1, may choose one of the following:
1. A payment toward the premiums of the CALPERS Long Term Care Program for the retired bargaining unit employee and their eligible spouse. In the event the premiums for the CALPERS program exceed ~~\$12,000~~ ~~10,200~~, the bargaining unit employee must provide the District with a check for the difference prior to the annual premiums.
 2. A payment equal to fifty percent (50%) of the value of the existing medical, dental and vision allowance. The payment shall be two installments occurring in January and July. Each installment shall be for the previous six month period. The option is only valid if the retiree opts out of all three plans (medical, dental, vision).
- B.** A retired bargaining unit employee who chooses the cash in lieu benefit shall complete and sign the "Opt-out District Health Plan Agreement" at least 45 days before the benefit is to begin. Retiree participation always begins on the first day of the month and ends on the last day of the month of either the retiree's death or sixty-fifth birthday.
- C.** In the event a retiree loses medical, dental and vision benefits from the other agency, they may re-enroll in the District's plan if proof of termination is provided to the District within 30 days of loss of coverage from the other plan. The effective date of the re-enrollment shall be on the first day of the following month. If receipt of notification is provided after the 30 day period, the retiree must wait until the next open enrollment period for coverage in the District's plan.

SECTION 3. District Obligation Under this Article - The District's obligations under this Article shall be limited to payment of the premiums or sums indicated. All terms and conditions of the various programs available

pursuant to this Article shall be determined by the medical, dental, and vision insurance carriers' plans, and are to be resolved between the insurance plans carrier and the retired bargaining unit employee. All disputes with respect to the insurance plan carriers' administration of such programs shall not be the responsibility of the District, and shall not subject to the grievance and arbitration procedures of Article VI, Grievance Procedures.

SECTION 4. Supplemental Medical Coverage - The District shall contribute three ~~two~~ hundred dollars (~~\$200~~\$300) a month toward supplemental medical coverage for a retired bargaining unit employee who has worked for the District nine (9) or more consecutive years. This payment shall be made in a lump sum at the beginning of each fiscal year for a ten (10) year period. This provision is not retroactive.

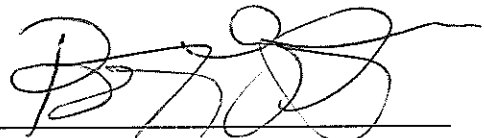
SECTION 5. Other Retirement Benefits

Bargaining unit employees retiring shall be eligible for the following:

- A. Lifetime use of GCC email account
- B. Card for free admission to all GCC student performances and athletic events
- C. Lifetime GCC Library card
- D. Lifetime use of the Fitness Center during operational hours
- E. Lifetime exemption from all District authorized, permissive student fee and student ID fee
- F. Parking permit



Saodat Aziskhanova, Chief Negotiator
CSEA and its Chapter #76



Brittany Grice, Chief Negotiator
Glendale Community College



Alex Moore, CSEA Senior Labor Relations Representative

2023-2024 CLASSIFIED EMPLOYEES WORK CALENDAR

MONTH	HOLIDAY	College Closed	DAYS IN PAID SERVICE
JULY	07/04/23		20
AUGUST			23
SEPTEMBER	09/04/23		20
OCTOBER			22
NOVEMBER	11/10/23 11/23/23 11/24/23	11/25/23*	19
DECEMBER	12/22/23 12/25/23 12/26/23 12/27/23 12/28/23 12/31/23		15
JANUARY	01/01/24 01/15/24		21
FEBRUARY	02/16/24 02/19/24		19
MARCH			21
APRIL	04/01/24 04/24/24		20
MAY	05/27/24		22
JUNE	06/19/24		19
TOTAL DAYS IN PAID SERVICE =			241

9 MONTH EMPLOYEES work from 07/01/23 - 06/30/24

- Vacation days shall be used for Spring break (4/15/24 — 4/19/24) and December non-workdays.
- 9-month employees take the equivalent of three months (consecutive weeks) off between the months of June and August.

10 MONTH EMPLOYEES work from 07/01/23 - 06/30/24

- Vacation days shall be used for Spring break (4/15/24 — 4/19/24)
- 10-month employees take the equivalent of two months (consecutive weeks) off between the months of June and August.

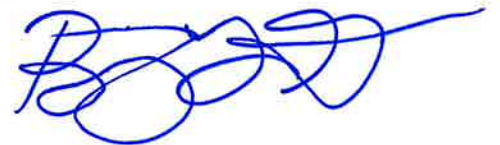
11 MONTH EMPLOYEES work from 07/01/23 - 06/30/24

- 11-month employees take the equivalent of one month (consecutive weeks) off between the months of June and August.

12 MONTH EMPLOYEES work from 07/01/23 - 06/30/24

* Employees scheduled to work on a Saturday, when a College is closed, shall revert to Monday-Friday work schedule the week prior or after the College closure. The rescheduled work hours should be within 15 days with mutual agreement between the employee and supervisor.

Note: Employees and supervisors can use the flex language of Article VII, Section 3(B) to provide for using in-lieu days for employees not directly attached to the Academic Calendar requirements.




**Initial Proposal
From the
California School Employees Association and its Chapter 76
To the
Glendale Community College District**

January 25, 2023

GROUND RULES FOR NEGOTIATIONS

1. Pursuant to applicable state laws and regulations regarding collective bargaining, both negotiating teams shall have full authority to reach complete tentative agreement at the table subject to ratification/adoption by both parties. Consultations with other parties regarding negotiations and/or proposed settlements/agreements shall not hinder or delay the negotiations process.
2. The official Negotiations Teams at this time are:

Glendale Community College District:

Brittany Grice, Chief Negotiator
Valicia Dantzler
Amir Nour
Rocio Maldonado
Ramona Barrio-Sotillo
Tzoler Oukayan
Hoover Zariani

California School Employees Association, Chapter 76:

Saadat Aziskhanova, Chief Negotiator
Jessica LoGuercio
Virna Silva
Irina Shumakova
Melissa Malandrakis
CSEA Labor Relations Representative

Negotiation dates and times will be mutually agreed upon and scheduled prior to finishing each session. Dates will be scheduled in sufficient quantity and in order to conclude these negotiations in a timely manner. Negotiations will occur on Wednesday at 1:30pm unless otherwise mutually agreed upon.

3. Previously scheduled meeting dates shall not be cancelled without prior consent of both parties, except in the event that the chief negotiator from either team is unable to attend a scheduled negotiations session. In the latter case, that session shall automatically be canceled.

4. Negotiations Team members are expected to be present for each scheduled meeting unless excused by their respective chief negotiator due to a bona fide scheduling conflict or other important reason.
5. All proposal and counter-proposals will be ~~submitted~~ exchanged in written form via email to the chief negotiators at least 48 hours in advance, and shall ~~which~~-includes date of the proposal.
6. Multiple proposals may be negotiated at any given time, provided they have been previously agendized and presented to the parties.
7. Each party will provide an electronic version of the proposals and counter-proposals.
8. Proposed changes/additions to language shall be with strikeouts/underline and bold (District) and shading (CSEA).
9. The agenda for the next session shall be agreed upon and drafted before the end of each meeting. The draft will be made available to both teams.
10. Both teams will issue their own communications when necessary to their constituents. Recordings or transcripts of negotiations sessions shall not be distributed beyond the negotiation team members without the mutual consent of both teams.
11. Caucuses can be called at any time by either party. In the event the caucus will last more than 15 minutes, the other party shall be so informed.
12. Both parties will make their own notes of the sessions. Any recordings (audio or visual) of negotiations will be available on a shared drive.
13. A private space shall be made available for each team to caucus and shall be located within a short distance from the negotiations room.
14. Any Tentative Agreement will be written and signed and dated by both party's representatives. Until a proposal is signed by both parties, changes to any proposal shall not be deemed as regressive bargaining by either team.
15. All requests for information to the other party will be requested by the Chief Negotiators and the CSEA Labor Relations Representative.
16. In addition to the designated negotiation team members for both parties, either team may invite resource attendees to specific sessions with mutual consent to do so.
17. Issues will be discussed in a professional and respectful manner with no personal attacks. All discussions and comments that are designated as "off-record" by either team are to be kept confidential. A discussion or comment shall be deemed off-record by requesting that recording of that portion of the discussion during negotiations be paused so that those discussions or comments do not become a part of the negotiation session's official record.

18. These Ground Rules can be amended by mutual agreement of both parties.

These Ground Rules for Negotiations reflect the full and complete understanding of the District and CSEA and are agreed to as of this date: February 1, 2023.

FOR THE ASSOCIATION:

Saodat Aziskhanova, Chief Negotiator

FOR THE DISTRICT:

Brittany Grice, Chief Negotiator

Alex Moore, CSEA Senior Labor Relations Representative










GCC Reopener Tentative Agreement

Final Audit Report

2023-04-12

Created:	2023-04-12
By:	Alexander Moore (amoore@csea.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZ5TE6R2RsJQz_iZaWmmv6d9FAMr2bvir

"GCC Reopener Tentative Agreement" History

-  Document created by Alexander Moore (amoore@csea.com)
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-  Document emailed to Alexander Moore (amoore@csea.com) for signature
2023-04-12 - 10:37:55 PM GMT
-  Email viewed by Alexander Moore (amoore@csea.com)
2023-04-12 - 10:38:07 PM GMT- IP address: 174.193.138.101
-  Document e-signed by Alexander Moore (amoore@csea.com)
Signature Date: 2023-04-12 - 10:38:20 PM GMT - Time Source: server- IP address: 174.193.138.101
-  Document emailed to bgrice@glendale.edu for signature
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-  Signer bgrice@glendale.edu entered name at signing as Brittany L. Grice
2023-04-12 - 10:44:17 PM GMT- IP address: 204.102.215.1
-  Document e-signed by Brittany L. Grice (bgrice@glendale.edu)
Signature Date: 2023-04-12 - 10:44:19 PM GMT - Time Source: server- IP address: 204.102.215.1
-  Agreement completed.
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